

38540

BOOK 36

Kansas Form

EXTENSION AGREEMENT

WHEREAS, J. L. SANDERS and LUCILLE SANDERS, His Wife

under date of July 16, 1939, executed and delivered to the BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA, a corporation, a certain note in the principal sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars, and to secure said note executed under like date a mortgage covering property as described therein,

and which said mortgage was filed for record on the 17th day of July, 1939, in the office of the County Recorder of Douglas County, Kansas, and duly recorded in Book 83 at Page 631 and;

WHEREAS, Title to the mortgaged premises is now vested in J. L. Sanders and Lucille Sanders, His Wife subject to said mortgage, and;

WHEREAS, the Business Men's Assurance Company of America, the owner and holder of said note and mortgage has been requested to grant an extension in the time of payment of the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars, and the amount now unpaid of said indebtedness, as hereinafter agreed, which the owner and holder of said indebtedness and mortgage has consented to do;

NOW, THEREFORE, In consideration of the assumption by said J. L. Sanders and Lucille Sanders, His Wife of the payment of said unpaid balance, it is agreed that the payment of said indebtedness shall be extended to become due as follows:

\$100.00 payable on August 1, 1950
 \$100.00 payable on August 1, 1951
 \$100.00 payable on August 1, 1952
 \$100.00 payable on August 1, 1953
 \$2,100.00 payable on August 1, 1954

In consideration of said extension, said J. L. Sanders and Lucille Sanders, His Wife do hereby assume and agree to pay said principal sum together with interest thereon at the rate of 4 1/2 per cent per annum from August 1, 1949 payable semi-annually on the 1st day of Aug & Feb each year, and further agree that said mortgage shall continue a first lien upon said premises, and that said original note and mortgage and all their covenants and conditions shall remain in full force and effect except as herein modified;

After one year, by giving thirty days previous notice, One Hundred Dollars (\$100.00) or any multiple thereof may be paid on the principal of said note on any interest due date, provided that such payment may be made only from the sale of real or personal property of the mortgagor or from the proceeds of inheritance.

IN WITNESS WHEREOF, the said last named parties have affixed their signatures hereto this 6th day of July, A. D. 1949.

J. L. Sanders
Lucille Sanders

STATE OF KANSAS

SS

COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 26th day of July, A. D. 1949, before me Bess E. Cooke, a Notary Public in and for the County and State aforesaid, came J. L. Sanders and Lucille Sanders, His Wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Term Expires 10-2-50

Bess E. Cooke, Douglas Co. Kansas
 Notary Public in and for said County and State.



Recorded July 26, 1949 at 2:30 P. M.

Harold A. Beck, Register of Deeds
Douglas, Kansas, July 27